AGREEMENT

THIS AGREEMENT is made by and between onTop Technology Corporation, an Arizona Corporation, hereinafter referred to as "onTop", and Altaris Consulting, LLC, an Ohio limited liability company, hereinafter referred to as "Altaris."

1. Services. onTop hereby employs Altaris to perform the following services in accordance with the terms and conditions set forth in this agreement:

   a. Provide overall audit support services to OnTop relating to the Microsoft SPLA audit.

   b. Consult with OnTop in settlement negotiations between OnTop and Microsoft.

   c. Reduce exposure and amounts owed that are being demanded by Microsoft.

   d. Advise and/or negotiate favorable settlement release language.

   e. Advise and provide guidance on go-forward SPLA reporting.

2. Compensation and Reimbursement. Altaris will be paid on a contingency fee basis. OnTop agrees to pay Altaris a contingent fee equal to 30% of the audit findings savings achieved by Altaris. Altaris shall invoice OnTop for the contingent fee when the settlement agreement between onTop and Microsoft is executed. Payment terms between onTop and Altaris may negotiate payment terms on compensation.

3. Expenses. Altaris will be reimbursed its reasonable travel and other expenses incurred in association with the support services provided hereunder. Such expenses shall be approved in writing by OnTop in advance. Once approved, Altaris may invoice for such expenses in advance.

4. Place Where Services Will Be Rendered. Altaris will perform services from its own offices, via mail, email and telephone and at such other places and in such other manner as the circumstances may require and the parties may agree.

5. Independent Contractor. Both OnTop and Altaris agree that Altaris will act as an independent contractor in the performance of its duties under this contract. Accordingly, Altaris shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Altaris' activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. Term and Termination. This agreement will begin on the later of the dates signed below and will end upon a fully executed settlement letter being signed between onTop and Microsoft. Either party may terminate this agreement at any time in writing.

THE OHIO LEGAL BLANK CO., INC.
EXHIBIT
A
CLEVELAND OHIO 44102-1799

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below. The parties each warrant and represent that the individuals executing this Agreement have the legal capacity to enter into this Agreement and the authority to bind their respective companies.

Altaris Consulting, LLC

Adam Longacre   03/15/2015

Adam Longacre, Member   Date

onTop Technology Corporation

3/13/2015

David Chapman, CIO   Date